

Contract No. BW8742-3/12

THIS AGREEMENT made and entered into as of this 1st day of April 2009 by and between Honeywell International Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 9201 San Mateo Blvd, NE Albuquerque, NM 87113 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to sell one unmanned Micro Air Vehicle (MAV), one portable ground station, and ground support equipment, and to lease by the County an unmanned MAV, and additional services, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such products and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the price schedule (Appendix B), and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Honeywell International Inc., and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B).

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally

sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall be for the duration of one (1) year. The County intends to make a one-time purchase of one MAV, one portable ground station, and any associated ground support equipment and lease one MAV during the initial term of the contract. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners. The County may purchase replacement parts, maintenance and repair services for the purchased MAV during the initial term of the contract and any extensions thereof.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Miami-Dade Police Department
Aviation Unit
1567 NW 79 Avenue
Miami, FL 33126

Attention: Captain, Mike Cundle
Phone: (305) 468-1207
Fax: (305) 468-1211

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Honeywell International Inc.
9210 San Mateo Blvd., NE
Albuquerque, New Mexico 87113-22227

Attention: Susan Trumbo-Forrer
Phone: (505) 828-6576

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the Price Schedule (Appendix B). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed by the County.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Pricing for replacement parts, maintenance and repair services for the purchased MAV shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically for parts, maintenance and repair services rendered, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The Contractor may bill the County for the MAV purchased by the County upon acceptance (as defined in Appendix A, Section 3) of the MAV by the County. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All

payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County Police Department
Accounts Payables
9105 N.W. 25 Street, #3049
Miami, FL 33172

Attention: Director

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement rising solely out of the negligence by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management; Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
2. Public Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage to the extent of the Contractor's indemnification applications pursuant to the terms and conditions of this agreement.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are these contractors permitted on the A.O.A. side without increasing automobile coverage to \$5,000,000.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the

County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein, provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.
- c) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- d) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- e) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as

employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable. Contractor will not commence work until change is received in writing.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 60 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate,

shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to this agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written

approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- c) In the event the Contractor utilizes any subcontractor in relation to this agreement, it shall be the Contractor's responsibility if the subcontractor fails to perform these services in the manner stated herein. The subcontractor and its employees are the responsibility of the Contractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the

Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for repurchase of Services, including procurement and administrative costs.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) This "Patent and Copyright Indemnification" section states the parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and

subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services.

Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County -- Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit*
(Section 2-8.1 of the County Code)
2. *Miami-Dade County Employment Disclosure Affidavit*
(Section 2-8.1(d)(2) of the County Code)
3. *Miami-Dade County Employment Drug-free Workplace Certification*
(Section 2-8.1.2(b) of the County Code)
4. *Miami-Dade Disability and Nondiscrimination Affidavit*
(Section 2-8.1.5 of the County Code)
5. *Miami-Dade County Debarment Disclosure Affidavit*
(Section 10.38 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit*
(Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics Affidavit*
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit*
(Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit*
(Section 2-8.9 of the County Code)
10. *Miami-Dade County Domestic Leave and Reporting Affidavit*
(Article 8, Section 11A-60 11A-67 of the County Code)
11. *Subcontracting Practices*
(Ordinance 97-35)
12. *Subcontractor /Supplier Listing*
(Section 2-8.8 of the County Code)
13. *Environmentally Acceptable Packaging*
(Resolution R-738-92)
14. *W-9 and 8109 Forms*
(as required by the Internal Revenue Service)
15. *FEIN Number or Social Security Number*
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax-reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. *Office of the Inspector General*
(Section 2-1076 of the County Code)
17. *Small Business Enterprises*
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2,

2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

18. Antitrust Laws

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n)

interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without

collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
 - b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
-
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or
PROTECTED HEALTH INFORMATION**

Intentionally Omitted

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%): All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be

placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Susan Trumbo-Forree

By: [Signature]

Name: SUSAN TRUMBO-FORREE

Name: _____

Title: CONTRACTS MGR

Title: _____

Date: 12-19-08

Date: 3/23/09

Attest: Virginia L. Larsen
Corporate Secretary/Notary Public

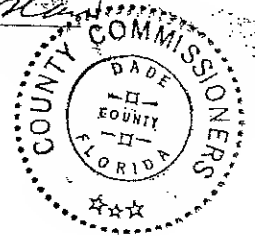
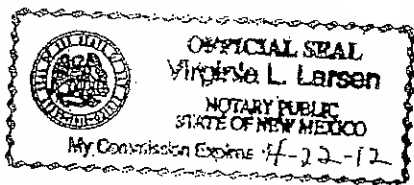
Attest: [Signature]
Clerk of the Board

12/19/08

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Monica Ruiz
Assistant County Attorney



Appendix A
Scope of Services

Miami-Dade County, hereinafter referred to as the County is contracting to purchase one unmanned Micro Air Vehicle (MAV), one ground station, and ground support equipment. In addition, the County is contracting to lease one unmanned MAV at the cost of \$1 dollar to the County for the duration of an experimental project to be performed by the County in conjunction with the contractor.

The contractor shall provide the following to the County:

1. One unmanned MAV, one ground station, and ground support equipment for purchase by the County.

1.1. MAV shall have the following capabilities;

- 1.1.1. Fly between 10 and 500 feet above the ground
- 1.1.2. Hover and Stare
- 1.1.3. Gasoline Powered
- 1.1.4. Equipped with electro-optical cameras for daylight operations

1.2. Portable Ground Station with the following capabilities;

- 1.2.1. Guide the aircraft: The ground station shall have the ability to pre-program a flight path for the MAV and the ability to control the aircraft manually.
- 1.2.2. Receive images transmitted from the cameras on board the aircraft

1.3. Ground support equipment shall include;

- 1.3.1. Tool Kit (tuning stick, screwdriver, spark plug wrench, 1/8 combination wrench and gap tool)
- 1.3.2. Starter
- 1.3.3. Air vehicle, operator control unit, ground data terminal and pod transport carriers
- 1.3.4. Fueling Syringe
- 1.3.5. Gallon Fuel Canister
- 1.3.6. Garrison Charging System
- 1.3.7. Field Charging System

2. One leased unmanned MAV equipped with an infrared cameras for night operations for the duration of six (6) months. Contractor shall provide replacement parts, maintenance and repair services for the leased MAV for the duration of the lease at no cost to the County. The term of the leased MAV may be extended beyond the 180 calendar days, or upon the completion of the experimental project by mutual agreement between the County and the Contractor.

The Contractor shall repair and maintain the leased MAV through the completion of the experiment to include return to the Honeywell factory in Albuquerque, New Mexico, for service that cannot be performed in the field. In addition, at no cost to the County, the Contractor shall make such technical and equipment changes and additions to the aircraft

as needed to comply with regulatory requirements, i.e. the addition of a transponder to comply with regulatory and safety requirements identified by the Federal Aviation Administration.

3. Delivery requirements for two (2) MAV's, one ground station, and ground support equipment.

The Contractor shall deliver two (2) unmanned MAV's, one ground station, and ground support equipment within one-hundred (100) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the contractor; except in such cases where the delivery will be delayed due to natural disasters, strikes, or other causes beyond the control of the contractor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

The Contractor shall base prices on F.O.B. Destination, include all freight costs, and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Miami-Dade Police Department Hangar, OpaLocka Airport, 4281 NW145 Street, Miami, FL, 33054.

The County will inspect the two (2) unmanned MAV's, one ground station, and ground support equipment within a reasonable period after delivery not to exceed ten (10) calendar days. The two (2) unmanned MAV's, one ground station, and ground support equipment will be presumed accepted unless the Contractor receives written notice of rejection explaining the basis for rejection within the same time frame. The Contractor will be afforded a reasonable opportunity not to exceed thirty (30) calendar days to repair or replace the rejected equipment from the date of the written notice of rejection. The Contractor shall assume all shipping costs to return the rejected item.

4. MAV operator and maintenance training

The contractor shall provide onsite training for five (5) mechanics and thirteen (13) pilots at a Miami-Dade County facility. The training shall cover operation, repair, and maintenance of the MAV. The training shall be provided by an authorized / certified Honeywell trainer. The training shall start within one (1) week after the delivery of the MAV to the County.

5. The contractor shall provide two (2) sets of manuals (operation manual, spare parts manual and maintenance manual) at no additional cost to the County.

6. Additional Services: The County may request the following additional services including, but not limited to replacement parts, maintenance and repair services for the purchased MAV, ground station, and any associated ground support equipment during the term of this contract including any extensions or renewal thereof.

- 6.1. Parts - The County may order parts on as-needed basis from the contractor. The Contractor shall provide at a discount from Manufacturer's Suggested List (M.S.L.) parts price to the County.

Upon receipt of the request from the County's Project Manager or designee, the Contractor shall deliver parts to the County using standard manufacture lead time. Contractor will make its best effort in order to avoid Aircraft on Ground of the MAV beyond 10 days.

The Contractor shall ensure same/lower prices (or discounts) in cases where the part ordered by the County is not available in the current manufacture's suggested list parts price. The Contractor shall guarantee that use of alternative parts will not affect the functionality of the aircraft.

Contractor shall base prices on F.O.B. Destination, include all freight costs, and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at Miami-Dade Police Department Hangar, Opa Locka Airport, 4281 NW145 Street, Miami, FL, 33054.

- 6.2. Repair and Maintenance Services - The Contractor shall provide repair, parts installation and maintenance support services on as-needed basis as authorized by the County's Project Manager or designee. The Contractor shall be present on site for repairs within seven (7) calendar days of initial request from the County.

The County will reimburse the Contractor at an hourly rate per man-hour for factory authorized services. The County's Project Manager reserves the right to approve in writing the work hours of service and personnel before these services are provided to the County. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as they shall not be reimbursed separately by the County.

7. Contractor shall provide one on-site Field Services Representative (FSR), at no additional cost to the County, for the duration of (6) months, or upon mutual agreement by the FAA, Miami-Dade County and the Contractor. Services provided by the FSR may be extended beyond the 180 calendar days, or upon the completion of the experimental project by mutual agreement between the County and the Contractor. Duties for the FSR are as follows, but not limited to:

- 7.1. Provide technical support to the Miami-Dade Police Department concerning the operation and maintenance of the MAV, this includes call out and response to the scene of police emergencies where the MAV is to be employed.
- 7.2. Identify, record, analyze and evaluate service bulletins, reports, documents, manuals, technical publications, detected technical/operational problems, establishes the need for repair/changes, and make technical recommendations to the Miami-Dade Police Department for solutions, parts, components and/or system replacement.
- 7.3. Analyze issues/matters related to structure and aeronautical systems, generators and engines, products' avionics and electronics, costs and economical viability.
- 7.4. Present and discuss alternative solutions for maintenance and/or modifications and proposals regarding changes to the Micro Air Systems or the introduction of any other equipment necessary to the success of the operation of the MAV by law enforcement in an urban environment within the National Airspace System.
- 7.5. Maintain contacts with interface areas, other federal, state and local governmental units, suppliers, contracted maintenance shops, technical representatives, engineers,

- technical assistants, maintenance mechanics, etc., providing and obtaining operational/technical information.
- 7.6. Discuss with Miami-Dade Police Department personnel involved in operations and maintenance activities on alternative solutions to solve and prevent problems.
- 7.7. Coordinate any retrofit campaigns and clarify technical issues between Miami-Dade County and contractor and/or its subcontractors.
- 7.8. Support the qualification process of the aircraft maintenance/repair shops, visiting their facilities, verifying, analyzing, and evaluating infrastructure aspects, materials, equipment and tools used.
- 7.9. Prepare and give technical/ operational training to Miami-Dade Police Department related to the operation and maintenance of the Honeywell Micro Air Vehicle.
- 7.10. Prepare and presents presentations to operators and maintenance personnel about technological improvements made in company aircraft, pointing out and discussing the changes involved.
- 7.11. Prepare reports related to the technical visits and expenses made.
- 7.12. Consult on the interpretation of relevant manuals, specialized technical publications, service bulletins, makes / recommends changes to those documents as appropriate.
- 7.13. The Honeywell FSR will not be the Pilot in Command
8. Roles and responsibilities of Pilot in Command: The County will provide Pilot in Command. Normally, the County as an entity does not perform duties as pilot in command.
- 8.1. The duties of the pilot in command are covered by Title 14, Code of Federal Regulations Part 91.3.
- 8.2. The pilot in command of an aircraft is directly responsible for, and is the final authority as to, the operation of that aircraft.
- 8.3. There are no other responsibilities, liabilities or inferences assigned to the title of Pilot in Command. The Pilot in Command is a Miami-Dade Police Department sworn police pilot who will be in actual control of the aircraft.
9. In the event of an aircraft accident or incident, any liability as the result of that accident or incident, will be governed by current aviation law. The Parties will have no obligation or liability, to each other for any consequential, incidental or indirect damages including damages relating to loss of use, loss of revenue, loss of profit, loss of business, loss of business opportunity or loss of opportunity to make a profit or pure economic loss damages arising out of or in connection with this agreement. The County acknowledges the responsibilities inherent with the Pilot in Command. However, as in manned flights; there are occasions that failure is beyond the control of the pilot. Should a vehicle be damaged for any reason, the repair or replacement will be mutually agreed upon by the Contractor and MDPD. Should there be damage to both MAVs or to the one leased to the County, the County will not be responsible for repairs or replacement of the leased MAV.

Appendix B
Price Schedule

1. Total price for the purchase of one unmanned Micro Air Vehicle (MAV), one portable ground station, and any associated ground support equipment.

Total Price \$ _____

1. Lease one unmanned MAV, at the cost of \$1 dollar to the County for the duration of the experimental project to be performed by the County in conjunction with Honeywell. Upon completion of the experimental project the leased MAV will be returned to Honeywell. Honeywell shall retain title to the leased MAV at all times.

Lease fee \$1.00

-
2. Additional Services: Replacement parts, maintenance and repair services for the purchased Micro Air Vehicle (MAV), ground station, and any associated ground support equipment during the term of this contract including any extensions or renewal thereof.
(Scope of Services, Section 6)

i. Labor Rate: \$ _____ per hour

ii. Parts: % discount from Manufacturer's Suggested List (M.S.L.) _____ %

NOTE:

All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price as they shall not be reimbursed separately by the County.



CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

BID NO.: BW8742-3/12

Previous Bid No.: N/A

TITLE: Micro Air Vehicle

COMMODITY CODE NO.: 035

OTR YEARS: 1

LIVING WAGE APPLIES:

☐ YES ☒ NO

CONTRACT PERIOD: 4/01/09 through 3/31/10

AWARD BASED ON MEASURES: ☐ YES ☒ NO

☒ **SR.PROCUREMENT AGENT:** Maggie Reynaldos
☐ **PROCUREMENT AGENT:**
☐ **PROCUREMENT TECHNICIAN:**
PHONE: 305-375-4803

- ☐ SBE Set Aside
- ☐ SBE Goal
- ☐ Local Preference
- ☐ Prevailing Wages (Reso. 90-143)
- ☐ Living Wage

- ☐ **Bid Preference:** ☐ SBE ☐ Micro SBE
- ☐ CSBE Level

PART #1: VENDOR AWARDED

F.E.I.N.: 222640650-02
VENDOR: Honeywell International Inc.
STREET: 9201 San Mateo Blvd NE
CITY/STATE/ZIP: Albuquerque, NM 87113
F.O.B. TERMS: DEST-P
PAYMENT TERMS: Net45
DELIVERY: MDPD
TOLL FREE PHONE #
PHONE: 505-828-6576
FAX: 505-828-5500
E-MAIL: SUSAN.TRUMBO-FORRER@HONEYWELL.COM
CONTACT PERSON: Susan A. Trumbo-Forrer

DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

PART #2: ITEMS AWARDED

Reference contract # BW8742-3/12

PART #3: AWARD INFORMATION

☒ BCC ☐ DPM AWARD DATE: 3/03/09

AGENDA ITEM #: 8O1C (090000) R-189-09

PURCHASING DIVISION RELEASE DATE: 12/25/08

OTR YEAR: 1

ADDITIONAL ITEMS ALLOWED: N/A

SPECIAL CONDITIONS: N/A

TOTAL CONTRACT VALUE: \$150,000

<u>USER DEPARTMENT(S)</u>	<u>DOLLAR ALLOCATED</u>
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Police Dept	\$ 150,000
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DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

MIAMI-DADE COUNTY
BLANKET PURCHASE ORDER

BPO ID: ABCW0900786

PRINT DATE: 03/31/2009

PAGE: 01

** ORIGINAL **

VENDOR ID: 222640650
HONEYWELL INTERNATIONAL INC

PRIME VENDOR SET ASIDE :
SUBVENDOR GOAL : 00%

9201 SAN MATEO BLVD NE

PRIME VENDOR COMMITMENT: 00%

ALBUQUERQUE

NM 87113

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:
BORRERO AYLIN
(305) 375-4555

ITB ID	EXPR DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	03/31/2010	NET45	150,000.00

BID NUMBER
BW8742-3/12

ITEM COMMODITY ID	U/M	UNIT COST
001 035		150,000.0000

AIRCRAFT AND AIRPORT, EQUIPMENT, PARTS, AND SUPPLI
END OF ITEM LIST

AUTHORIZED DEPTS/USERS		ALLOCATION:	
AUTHORIZED DEPT:	PD*****	PHONE NUMBER	
CALLER ID	CALLERS NAME	DOLLAR LIMIT	

***** \$150,000.00 () -

TERMS:

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE
INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT
PRICE.

MIAMI-DADE COUNTY
BLANKET PURCHASE ORDER

BPO ID: ABCW0900786

PRINT DATE: 03/31/2009

PAGE: 02

** ORIGINAL **

THIS CONTRACT IS SUBJECT TO A USER ACCESS FEE UNDER THE COUNTY USER ACCESS PROGRAM (UAP) IN THE AMOUNT OF TWO PERCENT (2%). THE VENDOR PROVIDING GOODS AND SERVICES UNDER THIS CONTRACT SHALL INVOICE THE CONTRACT PRICE AND SHALL ACCEPT AS PAYMENT THEREOF THE CONTRACT PRICE LESS THE 2% UAP AS FULL AND COMPLETE PAYMENT FOR THE GOODS AND/OR SERVICES SPECIFIED ON THE INVOICE. THE COUNTY SHALL RETAIN THE 2% UAP FOR USE BY THE COUNTY TO HELP DEFRAY THE COST OF THE PROCUREMENT PROGRAM. VENDOR PARTICIPATION IN THIS INVOICE REDUCTION PORTION OF THE UAP IS MANDATORY.

THIS IS A BLANKET PURCHASE ORDER COVERING PERIOD FROM 4/01/09 TO 3/31/10. DELIVERIES AGAINST THIS PURCHASE ORDER SHALL BE MADE IN QUANTITIES AND TIMES AS REQUESTED BY THE DEPARTMENT DURING SAID PERIOD. INVOICING SHALL BE ON A PER ORDER (DELIVERY) BASIS OR ON A MONTHLY INVOICE BASIS. ALL ITEMS IN ACCORDANCE WITH BID PROVISIONS AND SPECIFICATIONS AND THE VENDOR'S QUOTE OR BID. ESTIMATED QUANTITIES AND/OR DOLLARS ARE FOR RECORD PURPOSES ONLY. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO QUANTITIES AND/OR DOLLARS THAT WILL ACTUALLY BE PURCHASED. THE VENDOR ACCEPTS ALL RISKS ASSOCIATED WITH USING THIS INFORMATION.

** ORIGINAL **

AUTHORIZED SIGNATURE: _____

DATE: 3/31/09

***** LAST PAGE *****

Copy of P.O.

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 1

DATE: 04/07/2009

PO NUMBER: POPD0900875

** PURCHASE ORDER HAS BEEN CLOSED **

VENDOR:

REQUESTING DEPARTMENT OR AGENCY:

HONEYWELL INTERNATIONAL INC

POLICE DEPT RESOURCE MANAGEMEN

9201 SAN MATEO BLVD NE
ALBUQUERQUE, NM 87113

9105 NW 25 ST
ROOM 3049
MIAMI, FL 33172

VENDOR ID: 222640650 02

VENDOR TEL: (505)828-6576

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO: LAURA ROMANO

TEL: (305)471-2596

CASH DISCOUNT:
NET45

FREIGHT CARRIER:

FOB: DEST-P

FOB DESTINATION, FREIGHT PREPAID. THE SELLER PAYS AND BEARS THE FREIGHT
CHARGES.

AGENT CONTACT: BORREGO AYLIN
(305)375-4803

DELIVERY REQUIRED
07/16/2009

DEPT. NO.
PD0308

REQ NO.
POPD0900875

ISSUED UNDER CONTRACT NO: BW8742-3/12
BPO ID : ABCW0900786

SHIP TO:

SPECIAL PATROL BUREAU/OPA-LOCKA AIRPO
4285 NW 145TH ST BLDG 40, BAY A
OPA LOCKA, FL 33054

BILL TO:

POLICE DEPT ACCOUNTS PAYABLE DEPARTME
9105 NW 25 STREET, ROOM 3049
MIAMI, FL 33172

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	035	1.00	LO	150,000.0000	150,000.00

AIRCRAFT AND AIRPORT, EQUIPMENT, PARTS, AND SUPPLI

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 2

DATE: 04/07/2009

PO NUMBER: POPD0900875

** PURCHASE ORDER HAS BEEN CLOSED **

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
------	--------------	----------	-----	------------	-------------

PURCHASE ONE UNMANNED MICRO AIR VEHICLE (MAV), ONE GROUND STATION,
AND GROUND SUPPORT EQUIPMENT AS STATED IN SCOPE OF SERVICES APPENDIX A
OF CONTRACT BW8742-3/12

002	035	1.00	LO	1.0000	1.00
-----	-----	------	----	--------	------

AIRCRAFT AND AIRPORT, EQUIPMENT, PARTS, AND SUPPLI

LEASE OF ONE UNMANNED MAV FOR THE DURATION OF THE EXPERIMENTAL PROJECT
AS STATED IN CONTRACT AGREEMENT SCOPE OF SERVICES APPENDIX A OF
BW8742-3/12

DELIVERY DATE: 100 DAYS ARO

CONTACT: LT. JESUS RAMIREZ, 305-468-1207

COMMODITY LINE TOTAL	150,001.00
GRAND TOTAL	150,001.00

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE
INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT
PRICE.

ADDITIONAL REQUIREMENTS AND TERMS:

THIS CONTRACT IS SUBJECT TO A USER ACCESS FEE UNDER THE COUNTY USER
ACCESS PROGRAM (UAP) IN THE AMOUNT OF TWO PERCENT (2%). THE VENDOR
PROVIDING GOODS AND SERVICES UNDER THIS CONTRACT SHALL INVOICE THE
CONTRACT PRICE AND SHALL ACCEPT AS PAYMENT THEREOF THE CONTRACT PRICE
LESS THE 2% UAP AS FULL AND COMPLETE PAYMENT FOR THE GOODS AND/OR
SERVICES SPECIFIED ON THE INVOICE. THE COUNTY SHALL RETAIN THE 2%
UAP FOR USE BY THE COUNTY TO HELP DEFRAY THE COST OF THE PROCUREMENT
PROGRAM. VENDOR PARTICIPATION IN THIS INVOICE REDUCTION PORTION OF
THE UAP IS MANDATORY.

ACCOUNTING INFORMATION:

SFX INDEX	SUBOBJ	USERCODE	PROJECT	PRJDTL	GRANT	GRNTDTL	AMOUNT / %
01	PDMAVDEMO	95030			PD2184		150,001.00

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 3

DATE: 04/07/2009

PO NUMBER: POPD0900875

** PURCHASE ORDER HAS BEEN CLOSED **

AUTHORIZED SIGNATURE: _____
--- END OF DOCUMENT ---

DATE: _____